

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

STEPHANIE MANTOUVALOS,
Plaintiff

V.

DIANE MANTOUVALOS and
PAULA MANTOUVALOS,
Defendants

Docket No. 1:14-CV-10067-RWZ

**DEFENDANT PAULA MANTOUVALOS' ANSWER TO
PLAINTIFF'S COMPLAINT**

I. PARTIES

1. The Defendant, Paula Mantouvalos, admits to the statements alleged in paragraph 1 of the Plaintiff's complaint.
2. The Defendant, Paula Mantouvalos admits to the statements alleged in paragraph 2 of the Plaintiff's complaint.
3. The Defendant, Paula Mantouvalos admits to the statements alleged in paragraph 3 of the Plaintiff's complaint.

II. JURISDICTION

4. This paragraph contains statements of jurisdiction and does not require an answer from the Defendant Paula Mantouvalos.
5. This paragraph contains statements of jurisdiction and does not require an answer from the Defendant Paula Mantouvalos.
6. This paragraph contains statements of jurisdiction and does not require an answer from the Defendant Paula Mantouvalos.

III. FACTS

7. The Defendant, Paula Mantouvalos admits to the statements alleged in paragraph 7 of the Plaintiff's complaint.

8. The Defendant, Paula Mantouvalos admits to the statements alleged in paragraph 8 of the Plaintiff's complaint.

9. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 9 as no documents were attached to the complaint received by the Defendant, Paula Mantouvalos and calls upon the Plaintiff to prove the same at trial.

10. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 10 as no documents were attached to the complaint received by the Defendant, Paula Mantouvalos and calls upon the Plaintiff to prove the same at trial.

11. The Defendant, Paula Mantouvalos admits to the statements alleged in paragraph 11 of the Plaintiff's complaint.

12. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 12 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

13. The Defendant, Paul Mantouvalos denies the allegations in paragraph 13 of the Plaintiff's complaint and calls upon the Plaintiff to prove the same at trial.

14. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 14 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

15. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 15 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

16. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 14 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

17. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 17 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

18. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 18 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

19. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the allegations set forth by the Plaintiff in paragraph 19 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

IV. CLAIMS FOR RELIEF

1. Breach of Contract

20. The Defendant, Paul Mantouvalos restates the allegations in paragraph 1 – 19 and incorporates said paragraphs herein as paragraph 20.

21. The Defendant, Paula Mantouvalos admits to the statements alleged in paragraph 21 of the Plaintiff's complaint.

22. The Defendant, Paula Mantouvalos denies the allegations alleged in paragraph 22 of the Plaintiff's complaint and calls upon the Plaintiff to prove the same at trial.

23. The Defendant, Paula Mantouvalos denies the allegations alleged in paragraph 23 of the Plaintiff's complaint as it relates to Defendant, Paula Mantouvalos and calls upon the Plaintiff to prove the same at trial. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the remainder of the allegations as they relate to Diane Mantouvalos, as set forth by the Plaintiff in paragraph 23 and therefore, neither admits nor denies those allegations and calls upon the Plaintiff to prove the same at trial.

24. The Defendant, Paula Mantouvalos, denies the allegations in paragraph 24 of the Plaintiff's complaint as they relate to her. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the remaining allegations as they relate to anyone else listed in paragraph 24 and therefore, neither admits nor denies those remaining allegations and calls upon the Plaintiff to prove the same at trial.

2. Breach of Covenant of Good Faith and Fair Dealing.

25. The Defendant, Paul Mantouvalos restates the allegations in paragraph 1 – 24 and incorporates said paragraphs herein as paragraph 25.

26. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the remaining allegations as they relate to anyone else listed in paragraph 26 and therefore, neither admits nor denies those remaining allegations and calls upon the Plaintiff to prove the same at trial..

27. The Defendant, Paula Mantouvalos, denies the allegations in paragraph 27 of the Plaintiff's complaint as they relate to her. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the remaining allegations as they relate to anyone else listed in paragraph 27 and therefore, neither admits nor denies those remaining allegations and calls upon the Plaintiff to prove the same at trial.

28. The Defendant, Paula Mantouvalos, denies the allegations in paragraph 28 of the Plaintiff's complaint as they relate to her. The Defendant, Paula Mantouvalos, is without sufficient information to admit or deny the remaining allegations as they relate to anyone else listed in paragraph 28 and therefore, neither admits nor denies those remaining allegations and calls upon the Plaintiff to prove the same at trial.

V. REQUEUSTS FOR RELIEF

1. Monetary Damages

The Defendant request that this Court deny Plaintiff any award of monetary damages.

2. Costs

The Defendant requests that this Honorable Court deny any request for payment of her costs pursuant to Fed. R. Civ. P. 54(d)

3. Attorney's Fees

The Defendant request this Honorable Court deny any request for attorneys fees by the Plaintiff

4. Other Relief

The Defendant requests that this Honorable Court deny any other requested relief from the Plaintiff.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states she acted in good faith upon reasonable belief and that her actions were in accordance with the Sun Life Agreement and relied on the advice of Stephanie Mantouvalos.

THIRD AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff's injuries and/or damages, if any, were proximately caused by her own negligent or intentional conduct and/or by the conduct of others, and not by the conduct of the Defendant, Paula Mantouvalos.

FOURTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that her acts and conduct were performed according to and protected by, law and/or legal process and therefore, the Plaintiff cannot recover.

FIFTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff's claims, by her own acts, omission or negligence are barred by the doctrine of estoppel.

SIXTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff's claims are barred by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states the Plaintiff has waived his right to recovery in this matter.

EIGHTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff's claims are barred by the applicable statute of limitations or statute of repose.

NINETH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the claims set forth in the Complaint are wholly insubstantial, frivolous, and are not advanced in good faith and the Defendant, Paula Mantouvalos, therefore, requests counsel fees and other costs and expenses incurred in defending these claims.

TENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff consented to the acts, which are the subject matter of the Complaint.

ELEVENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff was contributory negligent.

TWELFTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff assumed the risk.

THIRTEENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that none of her acts were a proximate cause of the injuries or damages, if any, allegedly sustained by the Plaintiff. Any injuries or damages were caused by the independent acts of individuals, acting outside of the control of the Defendant Paula Mantouvalos.

FOURTEENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that the Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

FIFTEENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states that if Plaintiff was injured or damaged as alleged, which the Defendant, Paula Mantouvalos denies, such injuries or damages were caused by someone for whose conduct Paula Mantouvalos was not and is not legally responsible or could not reasonably foresee.

SIXTEENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states the Plaintiff is not entitled to an award of compensatory or punitive damages, costs, or Attorneys' fees.

SEVENTEENTH AFFIRMATIVE DEFENSE

By way of affirmative defense, the Defendant, Paula Mantouvalos, states the Plaintiff lacks standing to maintain any claims against her.

WHEREFORE, the Defendant request that this Honorable Court:

1. Deny any award of monetary damages against the Defendant Paula Mantouvalos;
2. Deny any award of costs pursuant to Fed. R. Civ. P. 54 (d) against the Defendant Paul Mantouvalos;
3. Deny any award of attorney's fees.

4. Deny any other requested relief.

JURY TRIAL DEMAND

A jury trial is hereby demanded for all claims.

Respectfully Submitted,
Paula Mantouvalos,
By Her Attorneys,



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